**Terms and Conditions of Contract,**

**Informed Consent and Trainer Release of Liability**

Client’s Name:

Date:

I acknowledge that I am willingly partaking in a personal training programme at my home (indoors or in garden), with Dr Annaliese Mawdsley. These sessions may include, but are not necessarily restricted to cardiovascular endurance exercises, weight training (e.g. bodyweight, free weights) and functional fitness training.

Dr Annaliese Mawdsley has discussed in detail the personal training programmes she provides and how these will be adapted for myself – for which I have agreed to participate in. Programme goals being documented below. Annaliese has fully informed me of the proposed rationale for the exercise programme. Annaliese has explained the intended benefits of the proposed exercise programme, risks of the proposed exercise programme and that both myself and Annaliese remain accountable to each other and importantly responsibilities to inform one another if any concern over illness or injury (e.g. pain, bleeding) before, during and/or after the exercise programme, so that exercises can be stopped or altered depending on the concern and appropriate health professional referral made if required.

Programme’s Goals:

I understand that my personal training programme has been tailored to meet the goals agreed upon by both my personal trainer and myself. I understand that these goals cannot be guaranteed by my trainer and accomplishing them will require dedication on my behalf.

My bespoke training goals are:

* Improving cardiovascular fitness
* Improving muscular endurance and strength
* Ensuring training that is sustainable around work
* Benefitting from exercise in relation to peri-/menopause, in particular concerns over maintaining bone mineral density

Outline of the Workout Programme:

I understand that my exercise programme will require me to partake in a variety of fitness activities. These will vary depending on my pre-established goals and objectives.

These training sessions may therefore include the likes of:

1. Aerobic activities – fast walk, running (treadmill), skipping, circuits.
2. Muscular endurance and strength building exercises – bodyweight, free weights, stability and medicine balls, suspension training.
3. Other activities selected by my personal trainer and agreed to by me (as noted above in programme)
4. Selected physical fitness tests.

Description of the Potential Benefits:

I understand that regular exercise has been shown to provide benefits to participants’ general health and wellbeing. For the peri-/menopausal client this can include vitally important weight control, reduction of abdominal fat, decreased risk of cardiovascular disease (e.g. heart attacks, strokes), type 2 diabetes, LDL cholesterol and triglycerides; muscle and strength gains. In addition to this, I am aware of the physiological benefits that I may also experience as a result of the training sessions, such as the general relieving of stress and tension.

Potential Risks of the Training Sessions:

My personal trainer has explained the inherent risk of general workouts and I understand that regardless of their actions, my personal trainer cannot guarantee my personal safety. These risks may include, but are not limited to musculoskeletal, cardiovascular or respiratory system injuries.

For example, I am aware that cardiovascular stress can cause minor injuries such as strained muscles, as well as serious issues such as heart attacks, strokes and death. I am also aware that strength training can likewise cause a similar range of problems, including bruising to herniated disks. I understand it is not possible to document all the potential injuries/illnesses that could occur and I realise that when participating in this training programme, there is always a possibility of both minor and major injuries occurring – these may be as a result of a known or unknown medical condition of mine.

I acknowledge these potential injuries may result due to negligence, improper use on the part of myself or those I may be training alongside, or failure of equipment.

Trainer’s Responsibilities:

* Annaliese will use her knowledge and skills to devise an appropriate bespoke exercise programme for the client, with respect to their values and goals.
* In devising this programme, Annaliese will take into account the client’s age, previous and current fitness levels, health, lifestyle, occupation, likes and dislikes in terms of exercises and equipment usage.
* Annaliese will educate, coach, supervise, support, and empower the female client, helping them reach their session goals and achieve and maintain their long-term values.
* Annaliese will remain completely honest with the client and confidentiality will always be maintained, including collection, recording and storage of client information, as required with respect to GDPR (General Data Protection Regulation).
* Annaliese has a duty of care to share information, in the rare event, if there is a safeguarding concern. Consent for sharing of this information will be sought wherever possible. The safety and wellbeing of the client and any danger to herself and others will be taken into account.
* Annaliese will always inform the client if their goals become unattainable for whatever reason and will work with the client to reset achievable goals to maintain trust, wellbeing, and their values.
* Annaliese’s background is as a medical professional in paediatrics. She is currently registered with the GMC as a paediatric doctor, having completed her ‘Certificate of Completion of Training’ in 2010, obtaining a consultant role. Currently Annaliese works within this role as a tutor at the University of Exeter Medical School, however she no longer holds a ‘licence to practice’ and therefore will work within her remits as a qualified Level 3 Personal Trainer, specialism pre and postnatal and will use up to date taught research and scientific knowledge within her Sports and Exercise Medicine Diploma qualification at the University of Exeter, for the purpose of her practice and Personal Trainer insurance. Annaliese will therefore discuss with the client, if at any point, she feels a referral to an appropriate medical professional for advice is necessary. Annaliese will not write a prescription for any treatments or medication.

Participant Responsibilities/ Release of Liability:

I understand that when signing up for a personal training programme, I do so **entirely at my** **own risk**. This includes any dietary recommendations or food supplementation – where I am advised to consult my doctor before taking. It is my responsibility to:

* Complete a full PAR-Q Health Assessment before commencing any activities and as part of this, disclose any health conditions or medications I may take that are relevant to the participation in said exercise programme.
* Stop exercising immediately and report any unusual feelings to my Personal Trainer during the sessions, this can include but is not limited to – chest pains, nausea, shortness of breath, dizziness, fatigue, feeling of fainting.
* Clear my participation in the programme with a doctor, if specified by Annaliese.
* Cancel scheduled sessions with 24 hours notice. Failure to comply will result in forfeiting the session without a refund.
* If for any medical reason, I am unable to complete the training programme, a letter from my GP may be required and I understand I will be provided with a refund of the outstanding sessions.
* Take seriously and attend all scheduled training appointments on time, during which I will perform to the best of my ability. Sessions will be one hour in duration. If I arrive late, I will receive the remaining time available for my appointment, due to Annaliese’s other commitments.
* Wear appropriate clothing and if outdoors (e.g. park) ensure appropriate shoes particularly if muddy and bring a fitness/yoga mat.
* If exercising indoors at home, I will ensure that I have sufficient space for the personal training session to take place, that it is a safe environment, not slippery and free from obstacles. Annaliese will not be liable for any of my home personal belongings.

Payments:

* In terms of personal training packages, payments are to be made by standing order direct to ‘Anna Fem Fitness’ business current account before or within 24 hours of starting the training package. Bank details will be provided by Dr Annaliese Mawdsley separately.
* A 3-month minimum commitment for personal training sessions is required. Cancellations, only in exceptional circumstances, will be rescheduled. Payments to be set up by monthly standing order and please inform Annaliese the date of payment.

Consent and Liability Waiver:

I understand that I am voluntarily agreeing to participate in a personal training exercise programme with Dr Annaliese Mawdsley, as noted above, and assume all risks of injury, illness, or death.

I hereby hold Dr Annaliese Mawdsley, Personal Trainer and business owner of ‘Anna Fem Fitness’ and her respective agents exempt from any and all claims, demands, damages, rights, or cause of action, present and future.

This waiver and release from liability includes, without limitation, all injuries which I may incur as a result of, the advice and guidance provided by Annaliese, incorrect use of any amenities and equipment supplied by Annaliese, malfunctioning equipment, slips and falls that occur in the Personal Trainer’s presence.

I agree to voluntarily waive any right that I may otherwise have to bring a legal action against Dr Annaliese Mawdsley for personal injury or property damage.

By signing below, I acknowledge and agree that I have read and understand the foregoing document and the nature of my personal training programme. I assume all responsibility for my participation in personal training sessions and agree to all of the terms and conditions of this trainer release of liability.

Please delete as appropriate\*:

I consent for Annaliese to videotape, audio record and / or photograph myself during personal training sessions / group classes. I am happy for Annaliese to use +/or modify these images/recordings for all forms of social media purposes, advertisements and marketing without any compensation (including royalties). \*YES/NO

**Client’s Signature:** **Date:**

**Client’s Name (print):**

**Personal Trainer’s Signature:**

**Personal Trainer’s Name (print):** **Date:**